

April 30, 2003

RECORDATION NO. 23266-D FILED

*Via Hand Delivery*

APR 30 '03

**3-31 PM**

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

**SURFACE TRANSPORTATION BOARD**

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are an original and one counterpart of a document entitled Extension of Term – Railcars, dated as of March 26, 2003, a secondary document. The primary document to which this is connected is recorded under Recordation No. 23266.

The names and addresses of the parties to the enclosed document are as follows:

Trust/Lessor:

**EIDP Statutory Trust-2000**  
c/o U.S. Bank National Association  
Corporate Trust Services  
Goodwin Square, 23<sup>rd</sup> Floor  
225 Asylum Street  
Hartford, CT 06103

Trustee:

**U.S. Bank National Association (successor in interest to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but solely as Trustee of EIDP Statutory Trust-2000**  
Corporate Trust Services  
Goodwin Square, 23<sup>rd</sup> Floor  
225 Asylum Street  
Hartford, CT 06103

Lessee/Liquidity Provider:

**E I. du Pont de Nemours and Company**  
1007 Market Street  
Wilmington, DE 19898

Agent:

**Citicorp USA, Inc.**  
30 Rockefeller Plaza  
New York, NY 10112

Liquidity Provider:

**Citibank, N.A.**  
30 Rockefeller Plaza  
New York, NY 10112

Honorable Vernon A. Williams  
Secretary, STB  
April 30, 2003  
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Certificate Holder: **Citicorp Del-Lease, Inc.**  
450 Mamaroneck Avenue  
Harrison, New York 10528

Note Holder: **Miracle Funding LLC**  
c/o Lord Securities Corporation  
48 Wall Street, 27th Floor  
New York, NY 10005

A short summary of the enclosed document, to appear in the STB Index, is as follows:

Extension of Term – Railcars, extending the term of that certain Equipment Lease and Equipment Lease Supplement No. 2 dated as of December 21, 2000, a Memorandum of which is recorded under Recordation No. 23266, as previously amended, restated and extended.

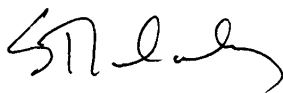
The railcars covered by the enclosed document are described as follows:

455 railcars (239 covered hopper cars and 216 tank cars) bearing identification marks and numbers: DUPX 38601-38619, 38704-38810, 39008-39024, 39026-39053, 39055-39122, and 80034-80249 all inclusive.

Enclosed is a remittance in the amount of \$30.00 for the required recording fee.

Once the filing has been made, please return to bearer the stamped counterpart not needed for your files, together with the fee receipt, and a letter from the Secretary acknowledging the filing.

Very truly yours,



Stephen T. Lovelady

Enclosures  
147076

RECORDATION NO. 23266-D FILED

APR 30 '03

3-31 PM

SURFACE TRANSPORTATION BOARD

**E. I. DU PONT DE NEMOURS AND COMPANY  
SECURITIZED ASSET DEFEASANCE PROGRAM**

EXTENSION OF TERM - RAILCARS

Dated as of March 26, 2003

Reference is hereby made to the Second Amended and Restated Participation Agreement dated as of March 28, 2002 (as amended from time to time, the "Participation Agreement") by and among E. I. du Pont de Nemours and Company (the "Company"); EIDP Statutory Trust - 2000, a Connecticut statutory trust (the "Trust"); U.S. Bank National Association (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association) ("U.S. Bank"), not in its individual capacity but solely as Trustee of the Trust (the "Lessor"); the Persons named therein as Note Holders (collectively, the "Note Holders"); the Persons named therein as Certificate Holders (collectively, the "Certificate Holders"); and Citicorp USA, Inc., as Agent (the "Agent"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Appendix A to the Participation Agreement, and the rules of construction set forth in Part II of Appendix A to the Participation Agreement shall apply to this Agreement.

Preliminary Statement

WHEREAS, the Lessor, as lessor, and the Company, as lessee, are party to the Amended and Restated Equipment Lease dated as of March 28, 2002 (as amended from time to time, the "Equipment Lease");

WHEREAS, the lease term for certain railcars (the "Equipment") currently subject to Amended and Restated Equipment Lease Supplement No. 2 to the Equipment Lease, dated as of March 28, 2002, is set to expire on March 27, 2003 (the "Current Term");

WHEREAS, the Company and the Lessor wish to (i) extend the Current Term for an additional one-year period and (ii) extend the Maturity Date of the Series of Certificates corresponding to such Equipment for a 364-day period, each as more particularly described below;

NOW, THEREFORE, undersigned hereby agree as follows:

SECTION 1. Extension of Lease Term. Pursuant to Section 4.02 of the Equipment Lease, the Lessee hereby requests an extension of, and the Lessor hereby

agrees to extend, the Current Term for an additional period commencing on March 27, 2003 and ending on March 26, 2004 (the "Lease Extension Term").

SECTION 2. Extension of Certificate Maturity. Pursuant to Section 5.09(b) of the Participation Agreement, the Lessee hereby requests that the Lessor request, and the Lessor does hereby request, that each Holder of the Series of Certificates corresponding to the Equipment extend the Maturity Date for such Series of Certificates until March 24, 2004 (the "Series Certificate Extension"), and each Holder of the Series of Certificates corresponding to the Equipment hereby agrees to the Series Certificate Extension. This Section 2 shall constitute a Certificate Extension Request contemplated by Section 5.09(b) of the Participation Agreement.

SECTION 3. Automatic Extension of Note Maturity. Each of the Company, the Trust, the Lessor and each of the undersigned Holders of the Series of Instruments corresponding to the Equipment hereby acknowledges and agrees that upon the effectiveness of this Agreement and pursuant to Section 5.09(a) of the Participation Agreement, the Maturity Date of the Series of Notes corresponding to the Equipment will automatically, and without further action whatsoever, be extended until March 24, 2004.

SECTION 4. Waivers. (a) Each of the Company, the Trust, the Lessor and each of the undersigned Holders of the Series of Instruments corresponding to the Equipment hereby agrees to waive the requirements of Section 4.02 of the Equipment Lease that: (i) an Equipment Lease Extension Request be delivered at least ninety (90) days prior to the Base Term Expiration Date of a Class of Equipment; (ii) an Applicable Rate for the Extension Term be determined by the Lessor and Lessee at least sixty (60) days prior to the Base Term Expiration Date; and (iii) an Appraisal of the Items of Equipment subject to this Agreement be delivered to the Agent.

(b) Each of the Company, the Trust, the Lessor and each of the undersigned Holders of the Series of Instruments corresponding to the Equipment hereby agrees to waive the requirements of Section 5.09 of the Participation Agreement that: (i) a Certificate Extension Request be delivered at least ninety (90) days prior to the Maturity Date for the Series of Certificates corresponding to the subject Class of Equipment; and (ii) each Holder of such Series of Certificates be given forty-five (45) days from the receipt of a Certificate Extension Request to inform the Agent whether such Certificate Holder agrees to such Certificate Extension Request.

(c) The waivers set forth in this Section 4 shall apply only to the extensions specifically contemplated by this Agreement.

SECTION 5. Representations and Warranties. The Lessee hereby confirms as of the date hereof, that all representations and warranties made in the Equipment Lease with respect to each Item of the Equipment remain true and correct.

SECTION 6. Filings. The undersigned Note Holder and Certificate Holder hereby authorize the Agent to file or cause to be filed this Agreement with the Surface Transportation Board.

SECTION 7. Expenses. The Company hereby agrees to pay and reimburse the Agent and the Lessor for all of the Agent's and the Lessor's reasonable out-of-pocket costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement, or any agreement delivered in connection herewith, including the reasonable fees and disbursements of Special Counsel, Trustee's Counsel and Thompson Hine & Flory LLP.

SECTION 8. Full Force and Effect; Limitation on Waivers. Except as amended, waived or otherwise modified hereby, the Operative Documents shall remain in full force and effect and are hereby ratified and confirmed.

SECTION 9. Trustee Direction and Consent. The undersigned Note Holder and Certificate Holder hereby (a) direct the Trustee to give its consent (on its behalf and on behalf of the Trust) to the actions contemplated hereby by executing and delivering this Agreement and (b) consent to the execution and delivery by the Trustee of this Agreement (on its behalf and on behalf of the Trust).

SECTION 10. Miracle Direction and Consent. Pursuant to Section 6.01 of the SADP LAPA, the undersigned Liquidity Providers hereby (a) direct Miracle Funding LLC ("Miracle"), as Note Holder, to give its consent to the actions contemplated hereby by executing and delivering this Agreement and (b) consent to the execution and delivery by Miracle of this Agreement.

SECTION 11. Effectiveness. This Agreement shall become effective as of the date hereof upon the execution and delivery to the Agent (or to Special Counsel on the Agent's behalf) of signed counterparts to this Agreement by the Company, the Trust, the Lessor, the Majority Holders of the Series of Instruments corresponding to the Equipment, and the Majority Purchasers (as defined in the SADP LAPA).

SECTION 12. Exculpation. Except for its own gross negligence and willful misconduct and as otherwise expressly provided in the Operative Documents, it is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by U.S. Bank, not in its individual capacity but solely as Trustee under the Trust Agreement, in the exercise of the powers and authority conferred and vested in it as

the Trustee, (b) each of the undertakings and agreements herein made on the part of the Trustee is made and intended not as a personal representation, undertaking and agreement by U.S. Bank but is made and intended for the purpose for binding only the Trust Estate created by the Trust Agreement, and (c) except as specifically provided herein or in the Operative Documents, nothing shall be construed as creating any liability on U.S. Bank, individually or personally, to perform any obligation of the Trustee either expressed or implied contained in this Agreement, such liability, if any, being expressly waived by the parties to this Agreement by any Person lawfully claiming by, through or under the parties to this Agreement.

SECTION 13. Further Assurances. The parties hereto shall execute and deliver such further instruments and do such further acts as may be reasonably necessary to carry out more effectively the purposes of this Agreement and the transactions contemplated hereby.

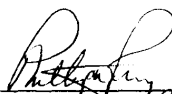
SECTION 14. Governing Law. **This Agreement shall be governed by and construed under the laws of the State of New York.**

SECTION 15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which taken together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.


SIGNATURE PAGE ATTACHED TO EXTENSION OF TERM - RAILCARS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their officers thereunto duly authorized as of the day and year first above written.

E. I. DU PONT DE NEMOURS AND COMPANY,  
as Lessee

PM By:   
Name: PHILIP N. PERRY  
Title: Manager U.S. Treasury Operations

E. I. DU PONT DE NEMOURS AND COMPANY,  
as Liquidity Provider

in By:   
Name: PHILIP N. PERRY  
Title: Manager U.S. Treasury Operations

STATE OF Delaware)  
COUNTY OF New Castle)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Philip D. Perry, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Mgr. of E. I. du Pont de Nemours and Company, as Lessee, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the Lessee by himself/herself as such Mgr. of E. I. du Pont de Nemours and Company.

Witness my hand and seal, at office, this 28<sup>th</sup> day of April, 2003.

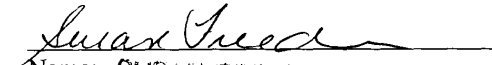
**MARIE S. MANUEL**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
My commission expires **FEB. 7, 2004**



SIGNATURE PAGE ATTACHED TO EXTENSION OF TERM - RAILCARS

EIDP STATUTORY TRUST - 2000

By: U.S. Bank National Association (as successor  
in interest to State Street Bank and Trust  
Company of Connecticut, National  
Association), not in its individual capacity but  
solely as Trustee

By:   
Name: **SUSAN FREEDMAN**  
Title: **VICE PRESIDENT**

U.S. BANK NATIONAL ASSOCIATION (as  
successor in interest to State Street Bank and Trust  
Company of Connecticut, National Association),  
not in its individual capacity except as expressly  
stated herein, but solely as Trustee

By:   
Name: **SUSAN FREEDMAN**  
Title: **VICE PRESIDENT**

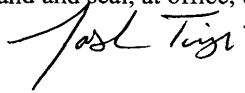
SIGNATURE PAGE ATTACHED TO EXTENSION OF TERM - RAILCARS

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Susan Freedman, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be a Vice President of U.S. Bank National Association (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association), the trustee of EIDP Statutory Trust - 2000, a Connecticut statutory trust, as Trustee, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the Trustee by himself/herself as such Vice President.

Witness my hand and seal, at office, this 25th, day of April, 2003.



Notary Public

My Commission Expires: 2/7/08

**Joshua W. Tripi**  
Notary Public  
My Commission Expires February 7, 2008

SIGNATURE PAGE ATTACHED TO EXTENSION OF TERM - RAILCARS

CITIBANK, N.A., as a Liquidity Provider

By: 

Name:

**James N. Simpson**

Title:

**Vice President  
Citibank, N.A.**

STATE OF New York )  
COUNTY OF New York )

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared James N. Simpson, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Vice President of Citibank, N.A., as a Liquidity Provider, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the Liquidity Provider by himself/herself as such Vice President.

Witness my hand and seal, at office, this 29<sup>th</sup>, day of APRIL, 2003.

Notary Public

My Commission Expires:



GERED DOHERTY  
Notary Public, State of New York  
No. 01DO60677308  
Qualified in New York County  
Commission Expires Dec. 10, 2006

SIGNATURE PAGE ATTACHED TO EXTENSION OF TERM - RAILCARS

CITICORP USA, INC., as Agent

By: 

Name:

Title:

**JAMES N. SIMPSON**  
Vice President  
Citicorp USA Inc.

STATE OF New York )  
COUNTY OF New York )

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared James N. Simpson, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Vice President of Citicorp USA, Inc., as Agent, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the Agent by himself/herself as such Vice President.

Witness my hand and seal, at office, this 29<sup>th</sup>, day of APRIL, 2003.

Notary Public

My Commission Expires:



GERED DOHERTY  
Notary Public, State of New York  
No. 01DO60677308  
Qualified in New York County  
Commission Expires Dec. 10, 2006

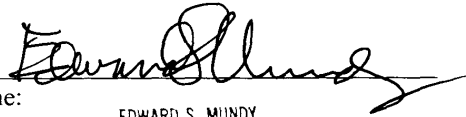
SIGNATURE PAGE ATTACHED TO EXTENSION OF TERM - RAILCARS

CITICORP DEL-LEASE, INC.,  
as Certificate Holder

By: \_\_\_\_\_

Name:

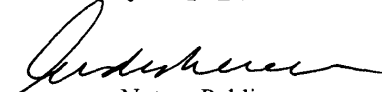
Title:

  
EDWARD S. MUNDY  
Vice President

STATE OF New York )  
COUNTY OF Westchester )

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Edward Mundy, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/~~herself~~ to be the Vice President of Citicorp Del-Lease, Inc., as Certificate Holder, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the Certificate Holder by himself/herself as such Vice President.

Witness my hand and seal, at office, this 25<sup>th</sup> day of April, 2003.

  
Notary Public

My Commission Expires: 6/26/06

ANDREA MIRANDA  
Notary Public State of  
New York  
No. 01MI6043762  
Qualified in Westchester County  
Commission Expires June 26, 2006

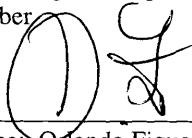


SIGNATURE PAGE ATTACHED TO EXTENSION OF TERM - RAILCARS

MIRACLE FUNDING LLC, as Note Holder

By: Miracle Funding Holding Company, Inc., its  
sole member

By:

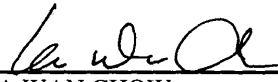
  
\_\_\_\_\_  
Name: Orlando Figueroa  
Title: Vice President

STATE OF NEW YORK     )

COUNTY OF NEW YORK    )

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Orlando Figueroa, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Vice President of Miracle Funding LLC, as Note Holder, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Note Holder by himself as such Vice President of Miracle Funding Holding Company, Inc..

Witness my hand and seal, at office, this 26<sup>th</sup>, day of April, 2003.

  
\_\_\_\_\_  
KA WAN CHOW  
Notary Public, State of New York  
No. 01CH6076673  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires July 1, 2006